

# Memorandum



**Date:** October 19, 2004

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

Agenda Item No. 7(J)(1)(D)

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

**Subject:** Second Supplemental Agreement to the Non-Exclusive Professional Services Agreement with Metric Engineering to Provide Engineering Services in connection with the Final Design of the Busway Extension to Florida City Segment II, Contract No. TA00-BWX

The attached Second Supplemental Agreement to the Non-Exclusive Professional Services Agreement between Metric Engineering, Inc. and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

**MODIFICATION NO.:** Two

**PROJECT:** Busway Extension to Florida City – Segment II (from SW 264 St. to SW 344 St.)

**PROJECT NO.:** TA00-BWX

**PROJECT LOCATION:** The Busway Extension to Florida City – Segment II is 6.5 miles of roadway construction extending from SW 264<sup>th</sup> Street to SW 344<sup>th</sup> Street. This segment of the Busway will be a continuation of the South Miami-Dade Busway Corridor, which extends from SW 264<sup>th</sup> Street to the southernmost Metrorail Station (Dadeland South).

**PROJECT DESCRIPTION:** Engineering services requested include the design and preparation of a complete set of contract documents to be bid for the construction of six and one half (6.5) miles of roadway including a bicycle path, two small bridges, landscaping, Kiss and Ride lots and Bus Stations within the former Florida East Coast Railway Corridor.

**FIRM:** Metric Engineering, Inc.

**LOCATION OF FIRM:** 13940 SW 136 Street, Suite 200  
Miami, FL 33186

**COMPANY PRINCIPALS:** Victor M. Benitez, P.E., President  
Manuel A. Benitez, P.E., Executive V.P. & Secretary  
Douglas K. Cauley, P.E., Senior Vice President  
Jose B. Gonzalez, Vice President  
Carlos A. Duarte, Vice President  
Juan A. Garcia, Treasurer

GENDER/ETHNICITY:	Male Hispanic
HOW LONG IN BUSINESS:	Twenty-six (26) years
PREVIOUS AGREEMENTS WITH COUNTY:	General engineering services with Public Works Department and Miscellaneous Engineering Design Services and Construction Inspection Services with Department of Environmental Resources Management (DERM) totaling \$3,500,000.
ORIGINAL AGREEMENT AMOUNT:	<p>The agreement is for a period of five (5) years with a maximum compensation of \$2,043,239.70. This maximum compensation includes the following allowance accounts:</p> <ol style="list-style-type: none"><li>1- \$183,662.00 for unforeseen changes</li><li>2- \$4,591.55 for Inspector General (IG)</li><li>3- \$18,366.20 for Independent Private Sector Inspector General (IPSIG)</li></ol>
PREVIOUS MODIFICATIONS:	No. 1 - \$603,870.99 (revised contract total to \$2,647,110.69); Additional tasks not included in original agreement and additional efforts related to Public Involvement. (Approved March 11, 2003 as Resolution No. R-212-03.)
AMOUNT OF RECOMMENDED MODIFICATION:	\$2,010,696.83 and a 365 day time extension.
ADJUSTED AGREEMENT AMOUNT:	The adjusted maximum compensation is \$4,657,807.52, an increase of \$2,010,696.83.
PERCENT CHANGE THIS MODIFICATION:	76%
ORIGINAL CONTRACT COMPLETION DATE:	May 1, 2006
REVISED CONTRACT COMPLETION DATE:	May 1, 2007
JUSTIFICATION:	This Supplemental Agreement is necessary to provide additional compensation in order to perform design revisions due to an unforeseen condition, perform

additional County requested work, and for design services during construction. These additional tasks are further described in items (a) through (c) below.

**a) Unforeseen Conditions:**

Re-design and Re-advertisement: due to the arsenic contamination discovered within the Busway corridor, design revisions and additional associated tasks are required. The drainage system in the Busway Segment II is being redesigned to move drainage components away from contaminated areas. Specific provisions will be included in the bid documents on how to safely deal with the contaminated soil. As a result of these significant changes, it was prudent to cancel the on-going bid process. Subsequently, the project will be re-advertised upon completion of redesign/revision of the construction documents; modification of existing permits with the South Florida Water Management District (SFWMD), the Department of Environmental Resources Management (DERM) and Miami-Dade County Building Department. The cost for this task includes additional environmental tests performed to determine the extent of the contamination which affected predominantly the cross-section/earthwork and drainage components of the project; meetings that have been and will continue to be held with DERM-Pollution Control Division, DERM-Water Control, and the South Florida Water Management District; drainage and roadway plans redesign/revisions to the existing construction drawings and the creation of new construction drawings detailing the extent and removal of the contaminated soils (including soil handling procedures); revisions to the existing bid documents and repackaging for re-advertisement; reprinting of all construction documents and drawings, attending a pre-bid meeting for the re-advertisement and assisting Miami-Dade Transit (MDT) with the re-bidding process.

Additional Costs.....\$716,254.23

**b) County Requested Changes:**

Incorporation of Accessible Pedestrian Signals (APS): Accessible pedestrian signals (APS) provide audible and/or vibrotactile information, coinciding with visual pedestrian signals, that assist visually-impaired pedestrians to know precisely when the WALK interval begins. The Office of Americans with Disabilities Act (ADA) has recently requested the incorporation of APS into the entire Busway Extension project, where appropriate, in order to comply

with the requirements set forth by the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21). The County has requested that the consultant prepare the contract documents for the APS for the Busway and US-1 Reconstruction Segments 1-North and 1-South. This APS installation work will be performed as part of the construction for the Busway Segment II project.

Additional Costs.....\$74,271.80

**c) Design Services During Construction:**

In accordance with the Professional Services Agreement, the County has decided to exercise the option for the Consultant to provide design services during construction. The cost for this task includes the review of shop drawings to ensure compliance with the requirements of the contract documents; providing responses to "Requests for Information" (RFI's) during the construction phase; attendance at all construction meetings as requested by MDT; review of all substitutions and product options resulting from the implementation of the construction contract; performance of necessary evaluations and/or analysis of design plan changes submitted by the Contractor for review and/or approval; performance of site visits as requested by MDT; and document control of all post-design documentation.

Additional Costs.....\$1,220,170.80

MDT further recommends approval of this Supplemental Agreement to extend the contract completion date from May 1, 2006 to May 1, 2007 in order to complete the additional work.

USING AGENCY:

Miami-Dade Transit

MANAGING AGENCY:

Miami-Dade Transit


FUNDING SOURCE:

Florida Department of Transportation - 20.0%  
Federal Transit Administration - 80.0%

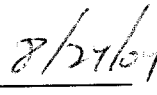
FISCAL IMPACT:

The impact will be \$2,010,696.83. Funding sources include the Federal Transit Administration and Florida Department of Transportation. No County funds will be used.

APPROVED FOR LEGAL  
SUFFICIENCY:



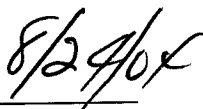
Assistant County Attorney



Date



Surface Transportation Manager



Date



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 19, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(J)(1)(D)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(J)(1)(D)  
10-19-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF THE  
SECOND SUPPLEMENTAL AGREEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND METRIC ENGINEERING,  
INC. TO PROVIDE ENGINEERING DESIGN SERVICES  
FOR THE BUSWAY EXTENSION TO FLORIDA CITY –  
SEGMENT II, CONTRACT NO. TA00-BWX

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the execution of the Second Supplemental Agreement to the Professional Services Agreement with Metric Engineering, Inc. to perform design revisions due to an unforeseen condition, perform additional County requested work, and to provide design services during construction for the Busway Extension to Florida City – Segment II, Contract No. TA00-BWX; and to correspondingly increase the contract amount in substantially the form attached hereto and made a part thereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County and to exercise the cancellation and renewal provisions contained in the agreement.


The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. 

Bruce Libhaber

By: \_\_\_\_\_  
Deputy Clerk



MIAMI-DADE COUNTY  
RECOMMENDATION TO AMEND  
PROFESSIONAL SERVICE AGREEMENT

Date: August 16, 2004

Thru: Office of Strategic Business Management (OSBM)  
To: County Manager

**Project Name:** Engineering Services for the Busway Extension to Florida City Segment II

**Project Number:** TA00-BWX

**Project Location:** The Busway Extension to Florida City – Segment II is 6.5 miles of roadway construction extending from SW 264<sup>th</sup> Street to 344<sup>th</sup> Street. The segment of the Busway will be a continuation of the South Miami-Dade Busway Corridor, which extends from SW 264<sup>th</sup> Street to the southernmost Metrorail Station (Dadeland South).

**Cost Estimate:** \$ 1,740,000

**Original Agreement Amount:** \$ 2,043,239.70

**Recommended Amount of Amendment:** \$ 2,010,696.83

**Amended Agreement Amount:** \$ 4,657,807.52

**Original Agreement Period:** 1,825 calendar days

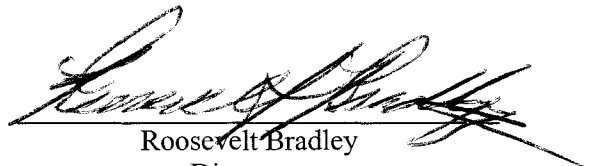
**Recommended Agreement Period:** 365 calendar days

**Amended Agreement Period:** 2190 calendar days

**Explanation:** (Full description of project details and explanation of amendments/modifications)

SEE EXHIBIT "A"

**Signature:**



Roosevelt Bradley  
Director

**Title:**

**Department:**

Miami-Dade Transit

FUNDS BUDGETED

Code: MTBUSICT005

By: ALBERTO PARRIS

Date: 08/10/04

BUDGET DEPARTMENT CERTIFICATION  
FUNDS AVAILABLE

Code: MTBUSICT005

By: [Signature]

Date: 8/17/04

“EXHIBIT A”

MIAMI-DADE TRANSIT

PROJECT AND AMENDMENT DESCRIPTION

SUPPLEMENTAL AGREEMENT

PROJECT NAME: ENGINEERING SERVICES FOR THE BUSWAY EXTENSION  
TO FLORIDA CITY SEGMENT II

CONTRACT NUMBER: TA00-BWX

PROJECT DESCRIPTION:

Engineering services requested include the design and preparation of a complete set of contract documents to be bid for the construction of six and one half (6.5) miles of roadway including a bicycle path, two small bridges, landscaping, Kiss and Ride lots and Bus Stations within the former Florida East Coast Railway Corridor.

AMENDMENT DESCRIPTION:

Design revisions, re-advertisement and associated tasks required due to the arsenic contamination discovered within the Busway corridor;

Incorporation of Accessible Pedestrian Signals (APS) as requested by the County's Office of Americans with Disabilities Act (ADA) for the Busway and US-1 Reconstruction Segments I-North and I-South;

Exercising the option included in original agreement for design services during construction.

The revised contract completion date is May 1<sup>st</sup>, 2007, an increase of 365 days.

All work to be performed as specified in the Contract Documents.

The Federal Transit Administration is partially funding this project.

A 20% Disadvantaged Business Enterprises (DBE) goal has been established and approved by the Department of Business Development (DBD) for this project.

The Director of Miami-Dade Transit shall be the Contracting Officer.

SECOND SUPPLEMENTAL AGREEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MIAMI-DADE COUNTY FLORIDA AND  
METRIC ENGINEERING, INC.  
TO PROVIDE ENGINEERING SERVICES FOR THE  
BUSWAY EXTENSION TO FLORIDA CITY - SEGMENT II

This Second Supplemental Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Metric Engineering, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on March 11, 2003 approved the first Supplemental Agreement with Metric Engineering, Inc. to perform additional work not included in the original agreement and for additional effort related to Public Involvement tasks; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

**SECTION II - PROFESSIONAL SERVICES**

Revise the scope of work as detailed in the CONSULTANT'S final proposal, dated July 30, 2004 incorporated herein by reference.

These scope revisions include:

- Design revisions, re-advertisement and associated tasks required due to the arsenic contamination discovered within the Busway corridor;
- Incorporation of Accessible Pedestrian Signals (APS) as requested by the County's Office of Americans with Disabilities Act (ADA) for the Busway and US-1 Reconstruction Segments I-North and I-South;
- Exercising the option included in original agreement for design services during construction.

**SECTION IV - COMPENSATION**

Revise the contract amount from \$2,647,110.69 to \$4,657,807.52 an increase of \$2,010,696.83; as defined by Attachment "E-2".

**SECTION XV - DURATION OF AGREEMENT**

The revised contract completion date is May 1<sup>st</sup>, 2007, an increase of 365 days.

OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 20% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager

Witnesseth

Metric Engineering, Inc.

\_\_\_\_\_  
\_\_\_\_\_

By: *Carol A. Duany*  
(Signature of President  
or other authorized  
representative and  
capacity)

*Bruce Zabraber*  
Approved as to form and  
Legal sufficiency



**Metric Engineering, Inc.**  
**South Dade Busway**  
**ATTACHMENT "E-2"**

July 30, 2004

Firms	A Direct Labor	B Overhead Rate	C = (AxB) Burdened Labor	D = (A+C) SCHED. B Subtotal Burdened Direct Labor	E = (Dx10%) Fixed Fee 10 % of Burdened Labor	F SCHED. A Principals	G SCHED. C Reimbursable Expenses	H = (D+E+F+G) TOTALS
Metric Engineering, Inc.	\$ 1,204,401.55	166.00%	\$ 1,999,306.58	\$ 3,203,708.12	\$ 313,698.71	-	\$ 232,432.44	\$ 3,749,839.27
Metric Engineering, Inc.	N/A	N/A	N/A	\$ -	N/A		N/A	\$ -
M.G. Vera & Associates, Inc.	N/A	N/A	N/A	\$ 57,705.50	N/A		N/A	\$ 57,705.50
Allen & Associates, P.A.	\$ 118,941.77	115.04%	\$ 136,830.61	\$ 255,772.38	\$ 25,577.24	\$ 37,180.00	\$ 15,463.37	\$ 333,992.99
MFD Consulting	\$ -	147.97%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prokemy Group, Inc.	\$ 19,519.00	100.00%	\$ 19,519.00	\$ 39,038.00	\$ 3,091.39	\$ 5,060.00	\$ 40,683.48	\$ 87,872.87
Tierra, Inc.	\$ 12,564.82	166.00%	\$ 20,857.60	\$ 33,422.42	\$ 3,706.70	\$ -	\$ 66,391.35	\$ 103,520.47
Curtis + Rogers Design Studio, Inc.	\$ 46,338.56	152.28%	\$ 70,564.36	\$ 116,902.92	\$ 11,690.30	\$ -	\$ 7,968.74	\$ 136,561.96
Hammond & Associates	\$ 24,073.54	166.00%	\$ 39,962.07	\$ 64,035.61	\$ 6,403.56	\$ -	\$ 2,363.36	\$ 72,802.53
F. R. Aleman & Associates, Inc.	\$ 10,421.31	166.00%	\$ 17,299.37	\$ 27,720.68	\$ 2,669.31	\$ -	\$ 0.22	\$ 30,390.21
<b>SUBTOTALS</b>	<b>\$ 1,436,260.55</b>		<b>\$ 2,304,339.59</b>	<b>\$ 3,798,305.63</b>	<b>\$ 366,837.21</b>	<b>\$ 42,240.00</b>	<b>\$ 365,302.96</b>	<b>\$ 4,572,685.80</b>
<div> <div>Allowance Account for Unforeseen Changes</div> <div>Allowance Account for Inspector General (IG)</div> <div>Allowance Account for Independent Private-Sector Inspector General (IPSIG)</div> </div>								
<b>TOTAL</b>	<b>\$ 4,657,807.52</b>							

Revisions to the allocation shown on Attachment E are permissible,  
subject to approval by the Director or his authorized representative.